

AGREEMENT NUMBER
IFBDGSOFACC02ENT

1. This Agreement is entered into between the State Agency and the Contractor named below
STATE AGENCY'S NAME
Department of General Services, Office of Fleet Administration
CONTRACTOR'S NAME
Enterprise Rent A Car
2. The term of this Agreement is: January 1, 2002 through December 31, 2002
3. The maximum amount \$ of this Agreement is:
4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:

Exhibit A – Scope of Work

Page(s) 1-8

Exhibit B - Special Terms and Conditions

Page(s) 9-10

* Exhibit C – General Terms and Conditions

GTC201
(Number)

8/24/2001
(Dated)

Attachment 2 - Bid/Bidder Certification Sheet

Page(s) 11-12

Attachment 3 - Daily, Weekly and Monthly Rates
and One Way Drop Charges

Page(s) 13-14

Attachment 4 - International Rates

Page(s) 15-16

Attachment 5 - Participating Locations



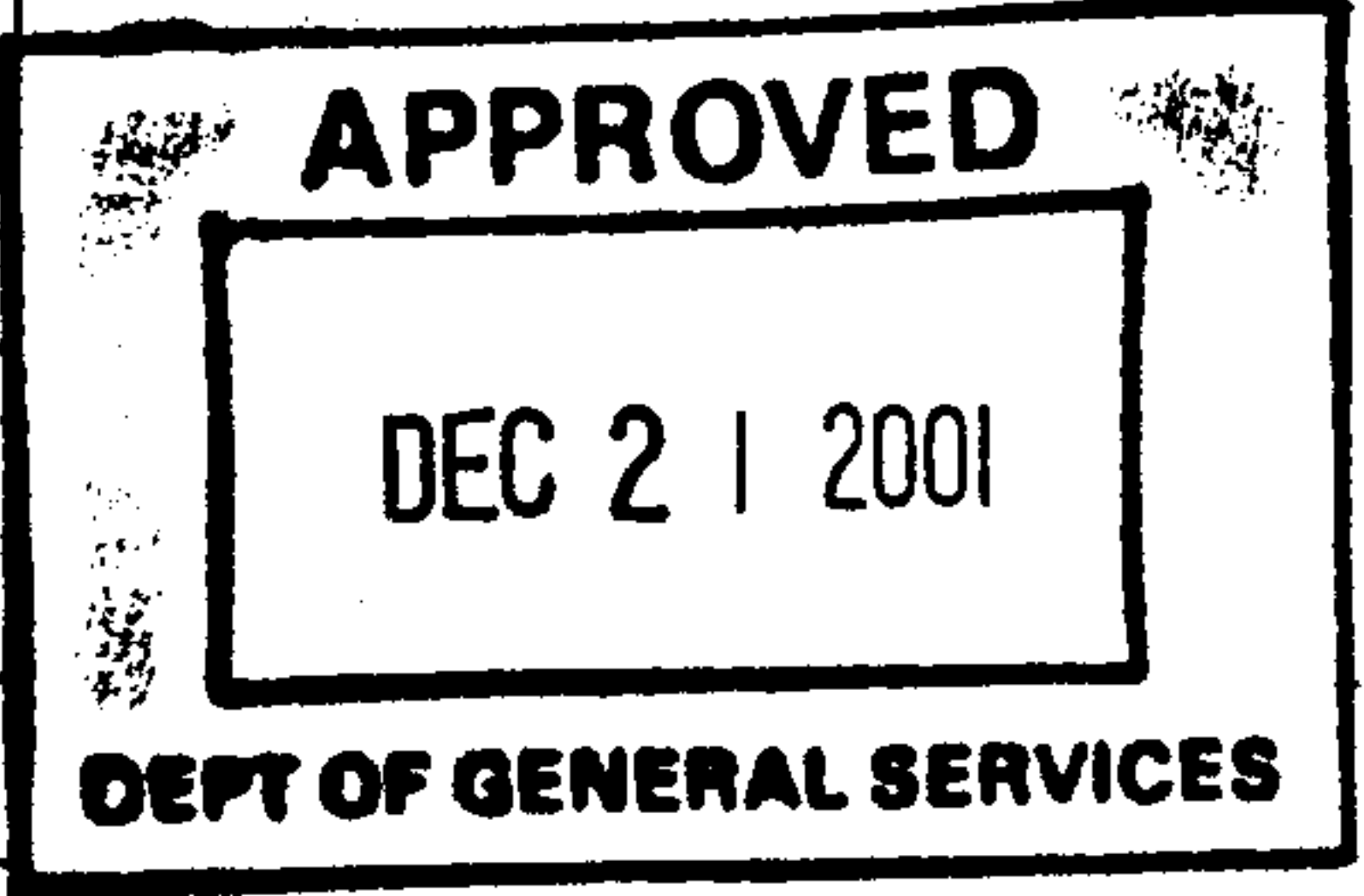

Page(s) 17-21

Attachment 6 - Reservation/Quality Control Numbers

Page(s) 22-23

*View at www.dgs.ca.gov/contacts

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) Enterprise Rent A Car		
BY (Authorized Signature) 	DATE SIGNED 11-9-01	
PRINTED NAME AND TITLE OF PERSON SIGNING Susie Irwin		
ADDRESS 4515 Auburn Blvd., Sacramento, CA 95841		
STATE OF CALIFORNIA		
AGENCY NAME Department of General Services, Office of Fleet Administration		
BY (Authorized Signature) 	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING GARRY NESS, Assistant Chief Counsel		
ADDRESS 802 Q Street, Sacramento, CA 95814		
		<input type="checkbox"/> Exempt per _____

SCOPE OF WORK**1. STATE OF CALIFORNIA CAR RENTAL AGREEMENT**

The State of California, (hereinafter referred to as the "State" and ENTERPRISE (hereinafter referred to as the "Company"), hereby agree that Company will provide the State with rental car services in accordance with the terms and conditions of this agreement.

Company agrees that the terms and conditions set forth herein take precedence over any contrary policies and provisions of any Company rental document that the State of California employee signs when renting a vehicle. Representations by and obligations of Company hereunder are also representations by and obligations of Company's participation franchisees and subcontractors.

Note: During the term of this agreement, Company will be placed on a list with any and all companies that have entered into similar agreements with State. This list will be available to state agencies to use, as those agencies deem appropriate, in meeting their rental car needs. If a state agency chooses to rent vehicles from Company, Company shall provide those vehicles in accordance with all the terms and conditions of this agreement.

2. TERM OF CONTRACT/OPTIONAL EXTENSION

The State intends to issue a one-year contract from January 1, 2002 through December 31, 2002, for each contract awarded. The State will have an option to extend the contract term, at its sole discretion, for one (1) additional year. At the expiration of the first extension of a contract resulting from this IFB, the State may request an additional one-year extension of a contract, however, contractors may request price increases in accordance with the following procedure.

The State may authorize price increases effective one (1) year from the starting date of the contract. The Department of General Services, Office of Fleet Administration will negotiate Price increases, and in no case shall exceed the Consumer Price Index (CPI) for the previous calendar year. A written request for the cost increases must be submitted to the Office of Fleet Administration at least ninety (90) days prior to the effective date. The Company shall include in the written request full justification for the price increase. The CPI will be calculated according to the Consumer Annual Average for California which will be supplied by the State of California, Department of Finance, Economic Research Section, Sacramento, California, telephone number (916) 322-2263.

The State shall endeavor to give notice of its intention to extend the contract term at least one hundred and twenty (120) days before expiration of the current term. Companies will be requested to provide updated information relative to the Disabled Veteran Business Enterprise goals for contract term extensions.

3. RATES

The daily, weekly, and monthly rates as well as one way rental drop charges offered to State of California employees nationwide are set forth in Attachment 3. International rates if applicable are set forth in Attachment 4. Rates will include unlimited mileage provided the car is returned to the renting location or other drop point authorized by the company at the time of pick up. Rates offered must also include all charges, in addition to airport access fees, vehicle license fees and, State, City and County or local surcharges that apply to the rental car industry as a whole. Sales tax and refueling charges will not be included in the rate.

Rates quoted in Attachment 3 and 4 will not be subject to blackout dates, and do not require advance reservations or a minimum rental period. If the Company provides a vehicle not included in Attachment 3 and 4, or authorizes a different rate, the terms and conditions of this

Agreement will nevertheless apply. Submitted rates will be entered into the Airline Computer Reservation Systems (CRC) by the Company and be designated as the **CALIFORNIA STATE CONTRACT RATE**. The State of California will publish rates described in Attachment 3 and 4 (to the extent possible) changes thereto in Management Memorandum or comparable document. The Company may periodically decrease and increase rates below this maximum. **THE CURRENT RATE SHALL BE QUOTED TO THE STATE TRAVELER AT THE TIME OF RESERVATION.**

Note: Rates quoted in Attachment 3 and 4 must be available at all corporate and participating licensee locations. All California corporate locations at which Company does business must be listed as participating locations in Attachment 5. Company will not charge the State more than the contract rates set forth in Attachment 3 and 4.

4. **PARTICIPATING LOCATIONS**

The Company will identify all participating locations in Attachment 5, and list these locations, with hours of operation, in the Computer Reservation System (CRS).

- A. **ON-TERMINAL LOCATIONS** – On-Terminal locations are locations where both the rental counter(s)/office(s) and vehicles are located on airport property or the rental counter(s)/office(s) is/are on airport property and another rental office and vehicles are away from airport property. The Company must have timely and clearly marked shuttle bus service or other such service, from clearly defined locations in the airport to transport travelers to offices away from the airport terminal. Transportation time to the rental office will not exceed 15 minutes from the time the traveler's call is placed or the time of pick up.
- B. **OFF-TERMINAL LOCATIONS** – Off-Terminal locations are locations where both the rental office and vehicles are located off the airport property but the following criteria are met. Off-Terminal locations must be accessible by timely and clearly marked shuttle bus service or other such service from clearly defined locations in the airport. Rental office entered in CRSs as "Off-Terminal" must be in the close vicinity of the airport; transportation time to the rental office will not exceed 20 minutes from the time the traveler's call is placed or the time of pick up.
- C. **CITY AND SUBURBAN LOCATIONS** – Any location that does not meet the definition of On-Terminal or Off-Terminal shall be referred to as a City or Suburban location. These locations participating in the State of California program will comply with the provisions of this Agreement with the exception of providing pick up and delivery services to and from airports.

5. **RENTAL OFFICES**

The rental offices and/or in-terminal counters will be in a permanent structure, well-lighted, clean, property maintained and clearly defined as the rental Company with whom the reservation was made, as specified by the airport locations.

6. **HOURS OF OPERATION**

The minimum hours of operation within the scope of this contract shall be consistent with airport hours at those locations, and consistent with business hours at all other locations.

7. **RENTAL VEHICLE AND AGREEMENT PROCEDURES**

The vehicle to be rented will be ready for dispatch, to the extent possible, when the renter arrives at the rental location. The renter will be furnished a copy of the Company rental agreement and will not be bound by any stipulation therein which is inconsistent with this Agreement.

8. **RESERVATION CENTER**

Personnel receiving telephone requests will quote current rates, verify participating locations and their hours of operation, and advise renters of the location of offices where employees are

to pick up and return vehicles. Reservations may be made by telephone or through the airline CRS. When the airline computer reservation systems are used to arrange travel, the State of California is under no obligation to book rental cars by phone if the Company is not a party to at least one of the systems employed by the installation or agency concerned. Repeated Company failure to honor reservations will be grounds for placing individual locations in nonuse until satisfactory remedial measures are effected. If the size/class car reserved is not available, the Company will substitute an upgraded vehicle at the same price or, with renter's consent, a smaller car at the reduced rate. Credit card numbers will not be required to make reservations. A confirmation number and, if requested, the local rental location telephone number will be provided at the time a reservation is made. The toll free number for reservations is shown in Attachment 6.

9. **EMPLOYEE IDENTIFICATION AND PAYMENT**

The **American Express Government Charge Card** and the **State of California, Department of General Services Charge Card** will be evidence of a state employee's official status. Payment by the state employee may be made with the **American Express Government Charge Card**, the **State of California, Department of General Services Charge Card** or the **American Express Business Travel Account**. Acceptance of an **American Express Government Charge Card** or **State of California, Department of General Services Charge Card** is mandatory. Precharging credit cards with the estimated amount of the rental and/or making changes to the method of payment (i.e., changing from Department of General Services Charge Card to another form of payment) when the car is returned is prohibited. Cash, personal checks and personal credit cards are not authorized forms of payment for the State of California contract commercial car rental rates.

- A. **AUTHORIZATION FOR OPTIONAL USERS** – The methods of payment for authorization of state employees shall apply to optional users as set forth in Exhibit B, DEFINITIONS. It is permissible for the contractor to work out other methods of authorization for optional users, providing it ensures that only authorized persons traveling on official state business use the contracted rates, and payment is by a state agency and not by a private party.

10. **BILLING TO INDIVIDUAL DEPARTMENTS**

For customers using the State of California, Department of General Services Charge Card for payment, the Company will bill each individual vehicle rental to the state employee's department under the General Services Charge Card Customer Account Number. **THE COMPANY WILL NOT BILL THE DEPARTMENT OF GENERAL SERVICES, OFFICE OF FLEET ADMINISTRATION, FOR VEHICLES RENTED BY EMPLOYEES OF OTHER OFFICES AND DEPARTMENTS.** THE COMPANY MUST SEND INVOICES TO THE EMPLOYEE'S DEPARTMENT OR OFFICE ADDRESS. DO NOT SEND TO THE OFFICE OF FLEET ADMINISTRATION ADDRESS, 1416 10TH STREET. The company may download the weekly updated Customer Account Number (CAN) file at:

<http://www.ofs.dgs.ca.gov/default.asp?mp=EFT/main.asp> The Company shall provide the State a single address for the remittance of all payments. All revenue from this Contract shall be processed and reported through a single company billing location.

A. **CUSTOMER ACCOUNT NUMBER (CAN) FILE**

Company must maintain and update the Customer Account Number file for the State of California, Department of General Services Charge Card. The Customer Account Number File is updated biweekly, the State suggests that the company update their Customer Account Number file bimonthly. Prior to downloading the file, the company must register at: <http://www.ofs.dgs.ca.gov/default.asp?mp=EFT/main.asp>.

11. **AMERICAN EXPRESS GOVERNMENT CHARGE CARD CHARGES AND BILLING**

Company will invoice each individual vehicle rental to the travel card provider when the American Express Government Charge Card is used as payment.

12. **AMERICAN EXPRESS BUSINESS TRAVEL ACCOUNT CHARGES AND BILLING**

The Business Travel Account is controlled by the travel agency, the reservation is made with billing numbers that identify the traveler, the department, the cost center, the State rate, and the proper insurance coverage. There are no actual cards. Upon completion of the transaction the Car Rental Company will submit the transaction to AMEX for payment. The State department will receive a consolidated billing statement from AMEX reflecting charges through the 25th of the month. The detailed billing will come directly from the car rental company providing the detail, including cost center information, directly to the department. The department will pay American Express directly.

13. **BILLING DOCUMENTS**

The billing documents from the Company will be legible and include the following information: confirmation/reservation numbers, check-in and check-out date and time [by week(s), day(s), and hour(s)], additional hour rate charge, check-in and check-out locations, beginning and ending mileage and fuel, break-down of charges, daily rate charged, car class, car class code, vehicle description, employee's name, employee's office telephone number, department, unit name, billing address, method of payment, Department of General Services Charge Card Customer Account Number. Copies of the rental agreement with renter's signature shall be made available upon request, if applicable.

14. **AUTHORIZED DRIVERS**

Persons authorized to operate vehicles rented under this agreement, if properly licensed, include the renter, and without additional charge, the renter's fellow employees, while acting within the scope of their employment duties. Employees or agents of the State of California who are 21 or older, if otherwise eligible, may rent and operate vehicles under this Agreement when on official business.

15. **INSURANCE REQUIREMENT**

THIRD PARTY LIABILITY INSURANCE COVERAGE AND INDEMNIFICATION

Notwithstanding the provisions of any Company rental vehicle agreement executed by the state employee, the Company will maintain in force, at its sole cost, insurance coverage, or a duly qualified self insurance program which will indemnify, defend and otherwise protect the State of California and state employees against liability for personal injury, death, and property damage arising from the use of the vehicle. EXCEPT when the loss or damage is caused by one or more of the following:

- A. *Operation of the vehicle by a driver who contributed to the accident while (and has been adjudged by the courts to have been) under the influence of alcohol (in excess of the legal limits) or any illegal non-prescription drug.*
- B. *Operation or use of the vehicle for any intentionally illegal purposes.*

The limit of such liability shall be at least \$500,000 per occurrence for bodily injury and property damage combined. The conditions, restrictions and exclusions of the applicable insurance for any rental shall not be less favorable to the State of California and state employees than the coverage afforded under standard automobile liability policies. When more favorable insurance terms are required under applicable state or foreign country law, such terms will apply to the rental. Standard coverage will include mandatory no-fault benefits where required by law. The Company warrants that, to the extent permitted by law, the liability and property damage coverage provided are primary in all respects to other sources of compensation, including claims statutes or insurance and/or self insurance available to the State of California, renter, or additional authorized driver. Proof of such insurance or self-insurance shall be provided to the State of California. Failure to maintain this required insurance or self-insurance will be grounds for termination of this agreement by the State.

The Company shall furnish to the State of California, along with the bid package, evidence of insurance or self insurance, in the amount of not less than \$500,000 per occurrence, for bodily injury and property damage combined. Providing a certificate of insurance issued by an insurer admitted to issue policies in California may satisfy evidence of insurance. The insurer shall have a rating of B+ or better as determined by Best's Key Rating Guide. Or, the Company shall furnish, along with the bid package, a plan of self-insurance, which includes a copy of the most recent Annual Report, including CPA audited financial statement, to be reviewed by the Office of Risk and Insurance Management.

- A. Self-Insurance in the amount of not less than \$500,000 per occurrence, for bodily injury and property damage combined.
- B. The self-insurance program must be maintained on an actuarially sound basis and be reviewed annually by an independent insurance consultant acceptable to the Department of General Services, Office of Risk and Insurance Management.
- C. A discrete self-insurance fund, in cash or its equivalent, sufficient to satisfy claims within the liability limit as determined by an independent actuary.
- D. A report issued by an independent actuary, which was completed within the last 18 months, must be part of the bid package. The report must indicate stability of the self-insurance program, ability to satisfy claims and financial stability of the Company.
- E. A claims audit of the program, performed within the last 18 months shall be provided.
- F. A copy of the Certificate of Self Insurance issued by the State of California, Department of Motor Vehicles, shall be provided.
- G. In the event that the self-insurance program is discontinued, the actuarial soundness of the claim reserve fund must be maintained for at least three (3) years.

A captive insurance company shall meet the same requirements as a self-insurer, except that it need not provide a Certificate of Self Insurance issued by the Department of Motor Vehicles.
- H. The evidence of insurance or self-insurance must include the following provision in their entirety:
 - 1. This insurance will not be cancelled, non-renewed, or reduced in limits without thirty (30) days prior written notice to the State; and
 - 2. The State of California, its officers, agents, employees and servants are included as additional insureds, but only insofar as the operations under this contract are concerned.

The Company shall be responsible for the timely submission of its insurance certificate (or self-insurance documents) and, in addition, such documentation as is needed to establish to the state's satisfaction that Company's insurance or self-insurance fully covers the operation of all participating franchisees and subcontractors.

In the event said insurance coverage expires at any time or times during the term of this contract, the Company agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance or provision in its plan of self insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year.

In the event the Company fails to keep insurance coverage in effect at all times as herein provided, the State may, in addition to any other remedies it may have, terminate this contract upon the occurrence of such event.

Either commercial insurance or self-insurance may satisfy these provisions regarding automobile liability. Should the Company opt for self-insurance, the Company agrees that its self-insurance program will conform with all the provisions of this section on automobile liability, including, but not limited to, the requirement that such insurance include the indemnification and defense of the State, its officers, agents, employees and servants. Further, any such program of self-insurance shall provide for the payment of all third party liability claims up to at least \$500,000 combined single limits of self-insurance.

16. DAMAGE LIABILITY

State employees will not be subject to any fee for loss or collision damage waiver, and in the event of an accident, will not be responsible for loss or damage to the vehicle except as stated in section 14 and 17.

17. LOSS OF OR DAMAGE TO VEHICLE

Notwithstanding the provisions of any Company vehicle rental agreement executed by the state employee, the Company hereby assumes and shall bear the entire risk of loss of, or damage to, the rented vehicles (including costs of towing, administrative costs, loss of use, and replacement), from any and every cause whatsoever, including without limitation, casualty, collision, fire, upset, malicious mischief, vandalism, falling objects, overhead damage, glass disappearance, except where the loss or damage is caused by one or more of the following:

- A. Willful or wanton misconduct on the part of a driver. **Willful or wanton misconduct is conduct, which is committed with an intentional or reckless disregard for the safety of others or with an intentional disregard of a duty necessary to the safety of another's property.**
- B. Obtaining the vehicle through fraud or misrepresentation.
- C. Operation of the vehicle by a driver who contributed to the vehicle damage while such person was (and has been adjudged by the courts to have been) under the influence of alcohol (in excess of the legal limits) or any illegal non-prescription drug.
- D. Use of the vehicle for any intentionally illegal purpose.
- E. Use or permitting the vehicle to carry unauthorized passengers or property for hire.
- F. Operation of the vehicle in a test race or contest.
- G. Operation of the vehicle by a person other than an authorized driver.
- H. Operation of the vehicle outside the continental United States except where such use is specifically authorized by the rental agreement. Operation across international boundaries unless specifically authorized at the time of rental. (State of California policy requires that the appropriate state agency approve the out-of-the-United States travel, that the Company is notified regarding the trip and that the Department of General Services, Office of Risk and Insurance Management-approved insurance is obtained for the trip.)
- I. Operation of the vehicle off paved, graded or maintained roads, driveways, or state employees residences except when the Company has agreed to this in writing beforehand and the vehicle was properly designed for such use.

Note: The above exceptions are not valid where prohibited by state law.

18. **BILLING FOR DAMAGES**

When loss or damage is due to an exception stated above, the Company will submit its bills directly to the state employee's agency, and not to the state employee. If the agency denies liability on the basis that the state employee was not operating the vehicle within the scope of employment at the time of the loss, the Company may handle the matter directly with the state employee. Claims for damage to a vehicle will not include amounts for loss of use.

19. **ACCIDENTS OR REPAIRS**

The Company will notify renters that in the event of an accident or if repairs become necessary, the state employee should immediately notify the Company by calling the toll free telephone number, or other telephone number provided by the Company and request a replacement vehicle if necessary and instructions for the disposition of the disabled vehicle. The time spent while waiting for the replacement or for repairs due to any mechanical failure of the vehicle shall be deducted from the total amount of rental time.

20. **VEHICLES**

Rental vehicles will be properly licensed, clean and maintained in a safe operating condition, be no more than two years old, and have no more than 40,000 miles on the odometer. Vehicles should have 4-doors (unless otherwise specified, i.e., reasonable accommodation in compliance with the ADA) accommodate four passengers and baggage comfortably, be equipped with an automatic transmission, air conditioning, power steering, power brakes, trunk and all safety equipment required by law. Vehicles will contain a full tank of gas at the time of pick up.

21. **NONUSE**

Full compliance with the terms of this Agreement is required of the Company and its participating locations. Any material deviation from standard rental car practices, or from the terms of this Agreement, may constitute good cause for an individual rental location to be placed in an immediate nonuse status until such time as the State of California determines that proper remedial measures have been effected. Serious violations on a system-wide basis may justify disqualification of the Company from further State of California business. If the Company is disqualified, this Agreement will be immediately terminated.

22. **REPORTS**

A report providing official rental information will be submitted quarterly to:

Statewide Travel Program Administrator
Office of Fleet Administration
802 Q Street
Sacramento, California 95814

The Company will report, by rental location, the total number of vehicle rentals, number of each size/class car rented, total revenue from state employee rentals, average number of days per rental, and average number of miles/kilometers driven per day per rental. In addition, a list of all accidents must be reported each quarter, including total incurred, paid and reserved losses for each accident.

23. **QUALITY CONTROL**

The Company will appoint a representative to be contacted with regard to billing problems and/or complaints. This representative is identified in Attachment 6.

The Statewide Travel Program Administrator and Chief of the Office of Fleet Administration will direct matters of serious concern to appropriate Company headquarter personnel.

24. **ALTERNATIVE DISPUTE RESOLUTION**

In the event a dispute arises with respect to the interpretation of, performance of, or the relationship created by, all or any part of this Agreement, the parties shall attempt in good faith to resolve the dispute. If such efforts prove unsuccessful, each party agrees to consider the use of mediation, mini-trial, arbitration or other alternative dispute resolution techniques prior to

resorting to litigation. If the parties utilize mediation, mini-trial, arbitration or other alternative dispute resolution techniques, each party agrees that no award or decision resulting therefrom shall include punitive damages.

25. ANTITRUST

The following provisions of Government Code Section 4552, 4553 and 4554 shall be applicable to the Company.

- A. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.c. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. See Government Code Section 4552.
- B. If an awarding body or public purchasing body receives, either through judgement or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. See Government Code Section 4553.
- C. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured, thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

26. ALTERNATIVE FUEL VEHICLES

The Company will be required to submit a statement to the Office of Fleet Administration regarding plans to comply with laws, rules and regulations that address the purchase and utilization of alternative fuel vehicles.

Company must provide Alternative Fuel Vehicles, vehicles must be either Compressed Natural Gas or Electric, in accordance with the following Attachment 7. To see a list of Alternative Fuel Vehicles accepted go to <http://www.arb.ca.gov/msprog/ccbgfzev.htm>.

27. BONUSES

To the extent possible, the Company shall not issue any type of frequent flyer bonuses or club membership bonuses to individuals for vehicles leased under the terms of this contract.

28. MARKETING AND PROMOTIONAL ADS

All marketing and promotional ads concerning any contract or rates awarded under this IFB must be approved by the Statewide Travel Program Administrator, prior to distribution.

SPECIAL DEFINITIONS & CONDITIONS**1. UPGRADE VEHICLE**

For the purpose of this IFB, any vehicle rented at a rate higher than the contract vehicle (i.e., an intermediate, full size, luxury, specialty, 4WD vehicle, jeep/sport utility, mini-van, cargo van, 15 passenger van or box truck.)

2. DAILY RATE

For the purpose of this IFB, the charge per day (24 hours) for the lease of a vehicle.

3. WEEKLY RATE

For the purpose of this IFB, the charge for the lease of a vehicle for seven (7) continuous days and shall be calculated as six (6) times the daily rate.

4. MONTHLY RATE

For the purpose of this IFB, the charge for the lease of a vehicle for thirty (30) continuous days.

5. ON-AIRPORT LOCATION

For the purpose of this IFB, a location or office which is within the airport terminal, or an area within the airport property so designated specifically for car rental services.

Vehicles may be located in a satellite location. Hours of operation for an On-Airport location or office shall be consistent with airport operating hours. **Hours of operation may not always be 24 hours a day but rather the hours open to the general public.**

6. OFF-AIRPORT LOCATION

For the purpose of this IFB, a location or office which is located outside the airport terminal property or an area so designated specifically for car rental services. Hours of operation for an Off-Airport location or office shall be consistent with normal business hours (M-F, 8a.m.-5p.m.).

7. STATE EMPLOYEE DEFINED

For the purpose of this IFB, a state employee is an officer or employee of the Executive Branch of California State Government. This includes employees of the California State University System (CSU), University of California System (UC), and Community Colleges.

8. OPTIONAL USERS

Rates will be made available to optional users traveling on authorized state business when reserved directly with the car rental company or through an authorized travel agent. In addition to the officers and employees of the Executive Branch, the following may, but are not required to, obtain services under these contracts providing they are on authorized state business:

- A. NON SALARIED** – Persons who are on official state business and whose travel expenses are paid by the State (this includes volunteers, members of official task forces, consultants and members of some commissions and boards, and wards of the State).
- B. ELECTED CONSITUTIONAL OFFICERS** – Governor, Lieutenant Governor, State Controller, Attorney General, Secretary of State, Superintendent of Public Instruction, State Treasurer, Insurance Commissioner, members of the Board of Equalization, and members of the staff of the above constitutional officers.

- C. **STATE LEGISLATIVE BRANCH** – Members of the State Senate, Members of the State Assembly, and Legislative staff members.
- D. **STATE JUDICIAL BRANCH** – Justices, officers, and employees of the Supreme Court of California, the Courts of Appeals, the Judicial Council, and Trial and Superior Courts.
- E. **EXECUTIVE PROTECTION** – Persons providing executive protection to anyone authorized to use these contracted rates.

9. **EXCISE TAX**

The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

10. **SETTLEMENT OF DISPUTE**

In the event of a dispute, Contractor shall file a "Notice of Dispute" with Office of Fleet Administration, Attn: Office Chief within ten (10) days of discovery of the problem. Within ten (10) days, the Office Chief shall meet with the Contractor and Project Manager for purposes of resolving the dispute. The decision of the Office Chief shall be final.

In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the bid proposal.

11. **POTENTIAL SUBCONTRACTORS**

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

ATTACHMENT 2

BID/BIDDER CERTIFICATION SHEET

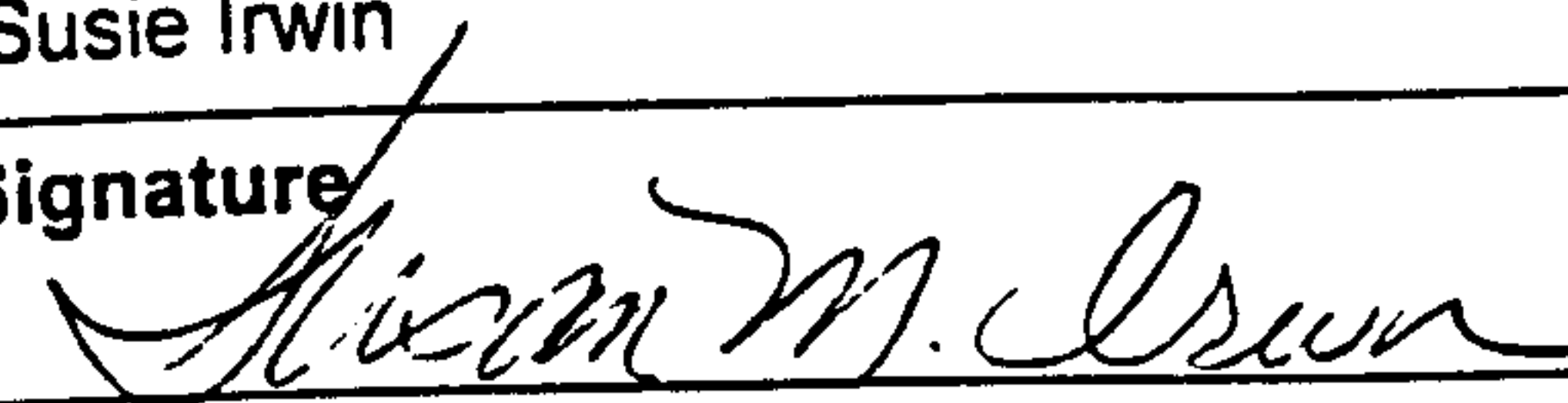
BID/BIDDER CERTIFICATION SHEET

This Bid/Bidder Certification Sheet must be signed and returned along with all the "required attachments" as an entire package in duplicate with original signatures. The bid must be transmitted in a sealed envelope in accordance with IFB instructions.

Do not return Section C, Bid Requirements and Information nor the "Sample Agreement".

- A. See Attachment 2: Daily, Weekly and Monthly Rates, and One Way Drop Charges Form & Attachment 3: International Rates Form (if applicable).
- B. All required attachments are included with this certification sheet.
- C. I have read and understand the DVBE participation requirements and have included documentation demonstrating that I have met the participation goals or have made a good faith effort.
- D. The signature affixed hereon and dated certifies compliance with all the requirements of this bid document. The signature below authorizes the verification of this certification.

An Unsigned Bid/Bidder Certification Sheet May Be Cause For Rejection

1. Company Name Enterprise Rent-A-Car		2. Telephone Number 916-487-3100	2a. Fax Number 916-978-0338
3. Address 4515 Auburn Blvd			
Indicate your organization type: 4. <input type="checkbox"/> Sole Proprietorship		5. <input type="checkbox"/> Partnership	6. <input checked="" type="checkbox"/> Corporation
Indicate the applicable employee and/or corporation number:			
7. Federal Employee ID No. (FEIN) 95-3475810		8. California Corporation No. 431514861	
Indicate applicable license and/or certification information:			
9. Contractor's State Licensing Board Number N/A		10. PUC License Number CAL-T- N/A	11. Required N/A
12. Bidder's Name (Print) Susie Irwin		13. Title Vice President/General Manger	
14. Signature 		15. Date 10/15/01	
16. Are you certified with the Department of General Services, Office of Small Business Certification and Resources (OSBCR) as: <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 45%;"> a. Small Business Enterprise Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, enter certification number: _____ </div> <div style="width: 45%;"> b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, enter your service code below: _____ </div> </div>			
NOTE: A copy of your Certification is required to be included if either of the above items is checked "Yes". Date application was submitted to OSBCR, if an application is pending: _____			

ATTACHMENT 3

**DAILY, WEEKLY AND MONTHLY RATES AND ONE
WAY RENTAL DROP CHARGES**

ATTACHMENT 3
STATE OF CALIFORNIA CAR RENTAL AGREEMENT
COMMERCIAL CAR IFB DGS OFA CC02
BID SUBMISSION FORM

RATES

CONTRACT VEHICLE*

DAILY

WEEKLY
(Six Days)

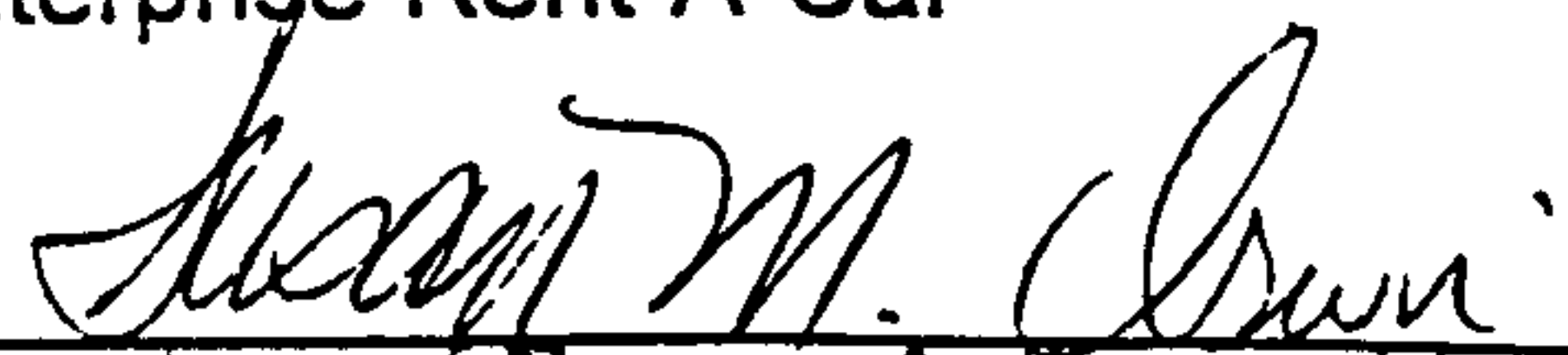
MONTHLY

Class/Vehicle** Midsize/Intermediate Corolla, Status, Malibu, Grand Am, Alero	\$55.00	330.00	1100.00
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Full-Size Taurus, Galant, Impala, Grand Prix, Sable	\$60.00	360.00	1200.00
Premium Maxima, Bonneville, Camry, Intrepid	\$65.00	390.00	1300.00
Luxury Cadillac, Towncar, Saab, Volvo, Audi	\$80.00	399.00	1400.00
Truck 4x4 or 2x4 Ford F150, Dodge Ram, Chevy Silverado 4X4	\$79.00	372.00	1200.00
Mini Van Dodge Caravan, Windstar, Montana	\$79.00	399.00	1245.00
15 Passenger Van Ford and Chevy Express	\$109.00	654.00	1999.00
FWD/Sport Utility Vehicle Pathfinder, Explorer, Cherokee, Montero	\$79.00	474.00	1495.00
FWD/Large Sport Utility Vehicle Suburban, Expedition, Yukon, Durango	\$109.00	654.00	1999.00
½ Ton Cargo Van Ford Econoline	\$62.00	372.00	1050.00
¾ Ton Extended Cargo Van	\$67.00	402.00	1100.00
¾ Ton 4x4 Trucks with Tow package	\$84.00	504.00	1250.00

1. **Personal/Leisure Travel.** The above quoted rates ARE available to State of California employees on personal/leisure travel and DO NOT include insurance benefits.
2. **Overtime Charges.** Daily Rate - The Company will charge one-third (1/3) of the daily rate per hour until the maximum daily rate is reached for vehicles leased on a daily basis.
3. **Drop Charges.** Charges for one-way rental 0-50 miles from renting location \$25.00, 50-200 miles from renting location \$100.00, 200+ miles from renting location \$250.00

Enterprise Rent-A-Car


 Signature of Person Authorized to
 Commit the Vendor to Binding Contract

Oct 12, 2001
 Date

ATTACHMENT 4

INTERNATIONAL RATES

ATTACHMENT 4
STATE OF CALIFORNIA CAR RENTAL AGREEMENT
COMMERCIAL CAR IFB DGS OFA CC02
BID SUBMISSION FORM

INTERNATIONAL RATES

A. International rental rates:

International rates are not available.

ATTACHMENT 5

PARTICIPATING LOCATIONS

ATTACHMENT 5
STATE OF CALIFORNIA RENTAL AGREEMENT
COMMERCIAL CAR IFB DGS OFA CC02
(Bidder may attach list to this sheet)

PARTICIPATING LOCATIONS

Participating locations are:

All Enterprise Rent-A-Car locations in California will participate in this agreement. Please see attached location listings.

4515 Auburn Blvd.
Sacramento, CA 95841-4202
916-487-3100

Arcata (707) 826-9090
3350 "I" Street

Auburn (530) 823-5500
550 Grass Valley Highway

Bakersfield Downtown (661) 323-2734
1800 24th Street

Bakersfield Ming (661) 833-9484
3771 Ming Avenue

Bakersfield Nissan (661) 833-6600
4851 Stine Road Ste A

Bakersfield Oak (661) 321-0891
911 Oak Street

3-Way Chevrolet (661) 633-5400
3800 California Avenue

Carmichael (916) 944-2600
7627 Fair Oaks Blvd.

Chico Esplanade (530) 899-1188
2267 Esplanade. Ste. C

Chico Zanella (530) 342-7300
2500 Zanella Way. Unit C

Clovis (559) 298-9696
95 West Shaw. Ste. 3

Colusa (530) 458-3300
611 Bridge Street

Davis (530) 753-1300
5055 Chiles Road

Delano (661) 721-0700
706 11th Avenue

Dinuba (559) 591-0456
1500 W El Monte Way

Elk Grove (916) 686-6000
8805 Elk Grove Blvd.

Elk Grove Auto Mall (916) 683-2500
8420 Elk Grove Blvd.

Eureka (707) 443-3356
110 5th Street

Fresno Airport (559) 456-9690
5104 E Clinton Way

Fresno Auto Mall (559) 449-6151
105 E Auto Center Dr.

Fresno Central (559) 266-0200
1122 N. Abby

Fresno North (559) 435-2600
6261 N. Blackstone

Fresno Northwest (559) 221-1900
3759 W Shaw Ave. # 102

Folsom Lake Ford (916) 985-0260
12755 Folsom Blvd.

Folsom Lake Nissan (916) 985-6577
12610 Automall Circle

Fortuna (707) 726-7700
425 N. Fortuna

Grass Valley (530) 274-7400
797 So. Auburn Street

Hanford (559) 583-7086
106 N. 11th Avenue

Jackson (209) 223-4200
11940 State Hwy. 88

Lemoore (559) 998-8730
Building 826 Naval Air Station

Lodi East Harney (209) 334-5777
127 East Harney Lane

Lodi Kettleman (209) 369-2000
400 E. Kettleman Ln. #C4

Los Banos (209) 827-3900
1202 Pacheco Boulevard

Madera (559) 673-6476
400 N Gateway Drive

Manteca (209) 825-2700
1395 N. Main Street

Merced (209) 722-1600
1334 W. Main Street

Modesto Central (209) 527-6415
2100 A Sisk Road

Modesto Downtown (209) 491-0400
707 7th Street

Modesto McHenry (209) 577-4700
3900 McHenry Avenue

Modesto North (209) 575-0606
424 Kiernan Ave. Suite F

Modesto Showcase (209) 544-3880
3737 McHenry Avenue

Modesto Skytrek (209) 526-1111
825 Airport Way

Oakdale (209) 845-1121
135 So. 5th Avenue #A

Oakhurst (559) 683-6464
40422 Hwy 41 Ste. 2

Orangevale (916) 989-8700
9445 Madison Avenue

Oroville (530) 534-8891
2470 Myers Street

Placerville (530) 621-0866
583 Placerville Dr.

Porterville (559) 783-0126
119 D Street

Rancho Cordova (916) 852-1500
2757 Citrus Road

Red Bluff (530) 529-0177
570 Antelope

Redding (530) 223-0700
357 Cypress Avenue

Rocklin (916) 625-9000
5965 Pacific Street

Roseville (916) 339-3600
7333 Roseville Rd.

Roseville Ford (916) 784-7173
650 Automall Drive

Roseville Harding (916) 783-3800
212 Harding Blvd. Ste. 1

Roseville Sullivan (916) 786-0187
700 Automall Drive

Roseville Sunrise (916) 783-3800
7649 Sunrise Blvd. #J

Roseville Riverside (916) 784-8666
600 Riverside Ave.

Sacramento 12th St. (916) 443-5100
500 12th Street

Sacramento 16th St. (916) 444-7600
1409 16th Street

Sacramento 65th St. (916) 453-1100
6505 Folsom Blvd.

Sacramento Airport (916) 564-6600
4107 Northgate Blvd

Sacramento Arden (916) 486-9900
2700 Arden Way

Sacramento Cadillac (916) 922-6800
#1 Cadillac Drive, Ste. E

Sacramento Daughtery (916) 482-2640
2449 Fulton Ave.

Sacramento Florin (916) 427-6796
3301 Florin Rd.

Sacramento Ford (916) 922-6800
1535 Howe Avenue

Sacramento Franklin (916) 428-1800
6327 Franklin Blvd

Sacramento Fulton (916) 481-2400
2420 Auburn Blvd.

Sacramento Madison (916) 349-8100
4732 Auburn Blvd.

Sacramento Nissan (916) 381-3300
1733 Fulton Avenue

Sacramento Power Inn (916) 381-3300
5941 Power Inn Road

Selma (559) 896-1200
2705 Auto Mall Dr.

Shingle Springs (530) 672-8424
4050 Motherlode Dr.

Sonora (209) 533-0500
14860 Highway 108

Stockton Automall (209) 473-7744
3158 Auto Center Cir. #F1

Stockton Down Town (209) 462-5900
320 North Hunter

Stockton West (209) 460-0111
2521 West Lane

Tehachapi (661) 823-0500
410 West J St., St. E

Tracy (209) 835-0693
3450 Auto Plaza Dr.

Truckee (530) 550-1550
11375-B Deerfield Dr.

Tulare (559) 688-8030
2129 East Tulare Ave.

Turlock (209) 632-8000
250 East Ave.

Visalia (559) 625-4355
1040 East Main

Woodland (530) 668-9900
928 Main Street

Yreka (530) 841-0525
1275 #A S Main St.

Yuba City (530) 673-7711
911 Gray Ave.

VALENCIA/LANCASTER AREA

CANYON COUNTRY: 19401-A Soledad Canyon Rd., Canyon County 92551	(805) 250-4763
EDWARDS AIR FORCE BASE: Building 2110	(805) 258-1586
LANCASTER: 43403 10th St. West, #C	(805) 945-4611
PALMDALE: 445 W. Palmdale Blvd.	(805) 274-2585
RIDGECREST/CHINA LAKE: 142 N. China Lake Blvd.	(619) 184-2816
VALENCIA/SAUGAS: 24233 Creekside Rd., #A	(805) 254-3044

SAN FERNANDO VALLEY AREA

BURBANK: 916 W. Burbank Blvd., #G	(818) 845-0202
BURBANK AIRPORT: 2612 N. Hollywood Way Ste. A	(818) 558-7336
CALABASAS: 24241 Calabasas Rd.	(818) 222-7164
CANOGA PARK: 21001 Sherman Way, #12	(818) 999-6102
CHATSWORTH: 8364 Topanga Canyon Blvd.	(818) 844-2757
ENCINO: 16616 Ventura Blvd.	(818) 961-6222
GLENDALE: 827 S. Glendale Ave.	(818) 504-5933
LA CRESCENTA/TUJUNGA: 6224 Foothill Blvd.	(818) 248-8922
MISSION HILLS: 15439 Devonshire St.	(818) 891-8686
NORTH HOLLYWOOD: 11261 Magnolia Blvd.	(818) 506-5550
NORTHRIDGE: 18525 Roscoe Blvd.	(818) 993-3500
PANORAMA CITY: 8230 N. Sepulveda Blvd., #B	(818) 782-2552
RESEDA: 6933 Reseda Blvd.	(818) 342-8417
SHERMAN OAKS: 14436 Oxnard St.	(818) 994-1700
SO. SHERMAN OAKS: 14235 Ventura Blvd.	(818) 906-7988
STUDIO CITY/UNIVERSAL CITY: 3518 Cahuenga Blvd., #110	(818) 762-0225
VAN NUYS: 12643 Sherman Way #J	(818) 503-0378
WOODLAND HILLS: 20861-B Ventura Blvd.	(818) 348-3488

LOS ANGELES WESTSIDE AREA

BEVERLY HILLS: 265 N. Robertson	(310) 552-3514
E. CULVER CITY/CHEVIOT HILLS: 3485 S. La Cienega Blvd., #B	(310) 836-3336
ENTERTAINMENT DIVISION: 4940 S. Sepulveda Blvd. Suite A, Culver City 90230	(310) 391-9825
LOS ANGELES AIRPORT: 10121 Glasgow Pl.	(310) 649-5400
MARINA DEL REY: 2487 Lincoln Blvd.	(310) 827-7800
MAR VISTA/PALMS: 10779 Pico Blvd., LA 90064	(310) 445-1034
OLYMPIC & BUNDY: 12101 West Olympic Blvd.	(310) 820-1030
OLYMPIC & NINTH: 1631 9th Street	(310) 581-6151
SANTA MONICA: 718 Wilshire Blvd.	(310) 395-4941
WEST CULVER CITY/FOX HILLS: 4940 S. Sepulveda Blvd.	(310) 390-9641
WEST LOS ANGELES: 12207 Santa Monica Blvd.	(310) 820-7700
WESTWOOD/CENTURY CITY: 10799 Santa Monica Blvd.	(310) 475-8738

HOLLYWOOD/DOWNTOWN LA/MIRACLE MILE AREA

DOWNTOWN LOS ANGELES: 1944 S. Figueroa St.	(213) 746-6654
HANCOCK PARK: 4552 W. Beverly Blvd.	(213) 962-5200
HIGHLAND PARK/EAGLE ROCK: 5100 N. Figueroa St.	(213) 344-4343
HOLLYWOOD: 1770 N. Ivar Ave.	(213) 467-2277
LA BREA/WILSHIRE: 5516 Wilshire Blvd.	(213) 930-2995
LOS FELIZ/EAST HOLLYWOOD: 1608 Hillhurst Ave.	(213) 660-2311
MID WILSHIRE: 3417 6th St.	(213) 380-6214
PERSHING SQUARE: 530 S. Olive St.	(213) 627-5432
SOUTH BEVERLY HILLS: 1435 S. La Cienega Blvd., LA 90006	(310) 652-5155
WEST HOLLYWOOD: 8367 W. Sunset Blvd.	(213) 654-4222

SOUTH BAY AREA

CARSON/COMPTON: 17210 S. Main St., #B, Gardena 90248-3130	(310) 327-7800
GARDENA/HAWTHORNE: 1325 W. Redondo Beach Blvd., #B	(310) 323-2121
HARBOR CITY: 1667 W. Anaheim St.	(310) 539-7211
HAWTHORNE/LAWNDALE: 13901 Hawthorne Blvd.	(310) 679-7368
INGLEWOOD/WESTCHESTER: 943 N. La Brea Ave., Inglewood 90301-3407	(310) 419-4800
MANHATTAN BEACH/EL SEGUNDO: 1713 Ardena Blvd.	(310) 379-4040
PALOS VERDES/ROLLING HILLS: 627 Deep Valley Dr., R.H. Estates, 90274	(310) 544-1446
REDONDO/HERMOSA BEACH: 816 N. Irena Ave.	(310) 372-5531
SAN PEDRO: 233 N. Harbor Blvd., #G	(310) 548-8060
TORRANCE SOUTH/TORRANCE AIRPORT: 3525 Pacific Coast Hwy., Ste. B	(310) 539-1939
TORRANCE: 20625 Hawthorne Blvd.	(310) 370-5811
TORRANCE EAST/HARBOR GATEWAY: 21176 S. Western Ave. Ste. B	(310) 618-9866

LONG BEACH AREA

BELLFLOWER/LAKEWOOD: 10059 Artesia Blvd.	(310) 421-4410
BELMONT SHORE/NAPLES: 6400 E. Pacific Coast Hwy. Ste. 1000	(310) 598-8768
CERRITOS/ARTESIA: 18605 Studebaker Rd.	(310) 860-3500
LONG BEACH DOWNTOWN: 438 W. Ocean Blvd.	(310) 495-1149
LONG BEACH EAST/TRAFFIC CIRCLE: 1901 Redondo Ave., #A	(310) 494-3532
LONG BEACH AIRPORT: 4700 Airport Plaza Dr.	(310) 496-1230
LONG BEACH NORTH/SIGNAL HILL: 3366 Cherry Ave.	(310) 427-5522
CARSON SOUTH/WILMINGTON: 2201 E. 223rd St.	(310) 518-0241
LONG BEACH WEST: 2211 Long Beach Blvd.	(310) 426-5996

MID CITIES AREA

DOWNEY: 8702 E. Firestone Blvd.	(310) 869-3362
HUNTINGTON PARK/VERNON: 5924 Pacific Blvd.	(213) 584-7000
NORWALK/LA MIRADA: 11510 E. Firestone Blvd.	(310) 864-0006
PICO RIVERA: 9316 Whittier Blvd.	(310) 801-6200
SANTA FE SPRINGS: 10700 Studebaker Rd.	(310) 465-7777
SOUTH GATE/BELL GARDENS: 7340 Firestone Blvd., #119	(310) 928-0388
WHITTIER: 14366 E. Whittier Blvd.	(310) 945-3551

SAN GABRIEL VALLEY AREA

ALHAMBRA: 2200 W. Valley Blvd.	(818) 457-2828
EL MONTE: 3818 Peck Rd., #B	(818) 575-6100
GLENORA: 511 Glendora Ave. (in Glendora Center)	(818) 963-7561
LA PUENTE/HACIENDA HEIGHTS: 721 Glendora Ave.	(818) 333-1760
MONROVIA/DUARTE: 1106 E. Huntington Dr.	(818) 357-3385
MONTEBELLO/MONTEREY PARK: 221 E. Pomona Blvd.	(213) 722-5914
PASADENA: 1890 E. Colorado Blvd.	(818) 405-0900
PUENTE HILLS: 1506 Stoner Creek Rd.	(818) 965-5551
SAN GABRIEL/TEMPLE: 813 W. Las Tunas	(818) 289-1200
WEST COVINA: 2514 E. Workman	(818) 915-3871
WEST PASADENA: 425 N. Fair Oaks Ave.	(818) 568-8445

ONTARIO/POMONA AREA

CHINO HILLS/POMONA: 2264 S. Garey Ave.	(909) 464-2800
CLAREMONT/LA VERNE: 376 S. Indian Hill Blvd., #U	(909) 624-5544
ONTARIO AIRPORT: 1825 E. 4th St.	(909) 391-3292
ONTARIO AUTO CENTER: 1302 Auto Center Dr.	(909) 467-9895

90. MONTCLAIR: 5462 Holt Blvd.	(909) 625-6702
91. RANCHO CUCAMONGA: 8179 Spruce Ave. Rancho Cucamonga 91730-3817	(909) 987-3000
92. UPLAND: 555 W. Foothill Blvd.	(909) 920-3635

SAN BERNARDINO/VICTORVILLE/BARSTOW AREA

93. APPLE VALLEY: 43631 Navajo Rd., #101	(619) 240-0330
94. BARSTOW: 620 W. Main St., #B	(619) 256-0761
95. BIG BEAR/MOUNTAIN CITIES: 41725 Big Bear Blvd.	(909) 866-1156
96. FONTANA: 18150 Arrow Rte., #E	(909) 829-8898
97. HESPERIA: 15741 Main St.	(619) 244-3542
98. REDLANDS: 1323 W. Colton Ave., #101	(909) 793-0035
99. SAN BERNARDINO: 229 S. "E" St.	(909) 888-3241
100. SAN BERNARDINO AUTO PLAZA: 735 W. Showcase Dr. South	(909) 388-1800
101. VICTORVILLE: 15413 Anacapa Rd.	(619) 241-1187

RIVERSIDE COUNTY

102. BANNING: 2822 W. Ramsey St., Ste. B	(909) 922-0515
103. CORONA: 623 N. Main St., #D-11	(909) 272-8000
104. EAST RIVERSIDE: 1385 Blaine St., #1-5	(909) 788-5015
105. HEMET: 3373 W. Florida Ave.	(909) 766-7763
106. MORENO VALLEY: 24907 Sunnymead Blvd., #A	(909) 486-8686
107. RIVERSIDE: 7980 Auto Dr., #E	(909) 334-0254
108. SOUTH CORONA: 2575 Wardlow Rd.	(909) 270-0170
109. SUN CITY/PERRIS: 25351 Trumble Rd.	(909) 928-1263
110. TEMECULA/LAKE ELSINORE: 27468 Ynez Rd.	(909) 694-1520
111. WEST RIVERSIDE: 5460 Van Buren Blvd., #A	(909) 352-9477

PALM SPRINGS/YUCCA VALLEY AREA

112. CATHEDRAL CITY/PALM SPRINGS AIRPORT: 68-384 E. Palm Canyon Dr.	(619) 328-9393
113. LA QUINTA/INDIO: 45-838 Rubidoux, #BA	(619) 347-0045
114. PALM DESERT/INDIAN WELLS: 73-717 Highway 111	(619) 341-4470
115. PALM SPRINGS DOWNTOWN: 150 S. Indian Canyon Dr.	(619) 327-2699
116. TWENTYNINE PALMS: 6362 Adobe Rd., Ste. A	(619) 367-3385
117. YUCCA VALLEY: 55940 29 Palms Hwy., #G	(619) 369-0515

NORTH ORANGE COUNTY

118. ANAHEIM: 1734 S. Harbor Blvd.	(714) 991-7195
119. ANAHEIM AUTO CENTER: 1221 S. Auto Center Drive, Anaheim, 92806	(714) 758-0326
120. ANAHEIM HILLS/PLACENTIA: 3920 E. Coronado St., #103	(714) 632-1500
121. BUENA PARK: 7846 Commonwealth Ave.	(714) 562-8400
122. CYPRESS/LOS ALAMITOS: 4915 Lincoln Ave.	(714) 236-8989
123. FULLERTON: 729 W. Commonwealth Ave.	(714) 525-7172
124. GARDEN GROVE: 9571 Garden Grove Blvd.	(714) 539-1161
125. LA HABRA/BREA: 721 W. Whittier Blvd., #G	(310) 691-6661
126. ORANGE: 1997 North Orange-Olive Rd., #A	(714) 921-0490
127. WESTMINSTER: 6445 Westminster Blvd.	(714) 894-5855

SOUTH ORANGE COUNTY

128. COSTA MESA: 2300 Harbor Blvd., #44 (rear)	(714) 540-0096
129. FOUNTAIN VALLEY: 17860 Newhope Street #108, Fountain Valley, 92708	(714) 437-5844
130. HUNTINGTON BEACH: 18151 Beach Blvd.	(714) 841-5011
131. IRVINE/LAKE FOREST: 23591-C Rockfield Blvd.	(714) 855-2966
132. MISSION VIEJO: 28451 Marguerite Pkwy., #3	(714) 364-6363
133. NEWPORT BEACH: 2912 W. Pacific Coast Hwy.	(714) 650-4500
134. ORANGE COUNTY AIRPORT: 18700 MacArthur Blvd.	(714) 851-7701
135. SAN CLEMENTE/DANA POINT: 1615 N. El Camino Real #D	(714) 366-1161
136. SANTA ANA: 1714 E. McFadden, #L	(714) 541-4862
137. SANTA MARGARITA: 23166 Los Alisos, #106-A	(714) 380-0030
138. TUSTIN: 1 Auto Center Dr.	(714) 832-0223
139. WEST SANTA ANA: 13915 Harbor Blvd.	(714) 554-6640

SAN LUIS OBISPO/SANTA BARBARA COUNTIES

140. DOWNTOWN SANTA BARBARA: 624 Santa Barbara St.	(805) 966-3097
141. GOLETA: 420 S. Fairview Ave., #G	(805) 683-0067
142. LOMPOC: 1137 North "H" St., #5	(805) 735-4147
143. PASO ROBLES: 1101 Paso Robles St.	(805) 239-0628
144. SAN LUIS OBISPO: 12318 Los Osos Valley Rd.	(805) 545-9111
145. SANTA BARBARA: 351 Hitchcock Way., #B160	(805) 569-3637
146. SANTA MARIA: 2029 S. Broadway, #B	(805) 349-9552

VENTURA COUNTY

147. CAMARILLO: 2127 Pickwick Dr.	(805) 389-8922
148. OXNARD: 250 W. Cyrus Grove Lane, #110	(805) 485-0088
149. OXNARD AIRPORT: 1701 W. Fifth Street	(805) 382-9955
150. SANTA PAULA/FILLMORE: 110 W. Harvard Blvd., #G	(805) 933-0068
151. SIMI VALLEY: 2050 First St., #103	(805) 522-4001
152. VENTURA: 4693-5 Telephone Rd.	(805) 650-4355
153. WESTLAKE/THOUSAND OAKS: 3262 Thousand Oaks Blvd., #150	(805) 373-0788

SAN DIEGO AREA

154. CAMP PENDLETON: 15 Area Marine Corp Exchange	(619) 385-5149
155. CARLSBAD: 1060 Auto Center Court, #G	(619) 931-1111
156. CHULA VISTA: 1355 Broadway, #U	(619) 427-1414
157. DOWNTOWN SAN DIEGO: 1465 "C" St.	(619) 696-5000
158. EL CAJON: 451 N. Magnolia Ave.	(619) 444-4744
159. ENCINITAS/DEL MAR: 165 S. El Camino Real, #F	(619) 942-5266
160. ESCONDIDO: 1956 AUTO Park Way	(619) 480-1404
161. FALLBROOK: 410 S. Main Street	(619) 731-2530
162. KEARNY MESA: 7993 Balboa Ave.	(619) 560-9050
163. LA MESA: 8363 Center Dr., #BA	(619) 698-2505
164. LEMON GROVE: 6984 Federal Blvd.	(619) 460-6646
165. MIRAMAR: 6330 Marindury Dr.	(619) 455-0075
166. MISSION VALLEY: 1335 Camino del Rio S., #101	(619) 260-1505
167. NATIONAL CITY: 29 Broadway	(619) 691-1191
168. NORTH ISLAND NAS: c/o Navy Exchange Blvd., #B28	(619) 522-6111
169. OCEANSIDE: 875 Hill St.	(619) 966-9090
170. PACIFIC BEACH/LA JOLLA: 1822 Garnet Ave.	(619) 483-3800
171. POWAY: 13144 Poway Road	(619) 748-6900
172. RANCHO BERNARDO: 11520 W. Bernardo Ct.	(619) 485-8525
173. SAN DIEGO AIRPORT: 2740 Lytton St.	(619) 225-8881
174. VISTA/SAN MARCOS: 820 Escondido Ave., #E	(619) 941-7545
175. 32ND STREET NAVAL BASE: c/o Navy Exchange Bldg., #99	(619) 685-6868

CAR SALES LOCATIONS

18. PANORAMA CITY: 8230 N. Sepulveda	(818) 997-8882
48. GARDENA/HAWTHORNE: 1325 W. Redondo Beach Blvd., #B	(310) 323-2121
88. MONTCLAIR: 5462 Holt Ave.	(909) 482-4848
176. PASADENA: 2250 E. Colorado Blvd.	(818) 395-7800
177. WHITTIER: 14730 E. Whittier Blvd.	(310) 945-9004

CENTRAL COAST

1. GILROY (at Gilroy Motors): 6755 Bearcat Court(408) 847-4001
2. HOLLISTER: 321 San Felipe Rd. #3(408) 637-5300
3. MONTEREY: 1178 Del Monte Blvd.(408) 649-6300
4. MORGAN HILL: 94 B San Pedro Ave.(408) 779-3390
5. SALINAS: 534 Abbott Street.....(408) 422-4200
6. SANTA CRUZ: 1025 Water Street.....(408) 426-7799
7. SEASIDE: 1191 Echo Avenue.....(408) 372-4200
8. WATSONVILLE: 1150 North Main Street #1A(408) 761-2800

EAST BAY

9. ALAMEDA (at Winner Ford): 1835 Oak Street.....(510) 523-5722
10. ANTIOCH: 2580 Sycamore Drive.....(510) 757-0777
11. BERKELEY: 3001 Shattuck Avenue.....(510) 841-8300
12. CONCORD-NORTH: 2291 Via De Mercados Suite #L.....(510) 685-3900
13. CONCORD-MONUMENT: 2550 Monument Blvd.(510) 688-8900
14. DUBLIN: 6867 Dublin Blvd.(510) 829-8300
15. FREMONT: 4241 Peralta Blvd.(510) 797-1410
16. HAYWARD: 25858 Mission Blvd.....(510) 537-4100
17. LIVERMORE: 3569 First Street.....(510) 449-3600
18. NEWARK: 5920 Newpark Mall.....(510) 744-9400
19. BERKELEY NORTH: 1706 San Pablo Avenue.....(510) 526-3900
20. OAKLAND: 3030 Broadway Street.....(510) 893-7000
21. OAKLAND - AIRPORT (at Oak. Airport Hilton): 1 Hegenberger Road(510) 638-8600
22. PLEASANTON: 4275-26 Rosewood Drive.....(510) 847-7470
23. SAN LEANDRO: 14812 East 14th Street(510) 351-2652
24. SAN PABLO/RICHMOND: 12492 San Pablo Avenue(510) 234-6100
25. SAN RAMON: 2474 San Ramon Valley Blvd.(510) 838-4600
26. WALNUT CREEK: 1275 Pine Street #8.....(510) 946-1001
27. CONCORD-WILLOW PASS: 1260 Diamond Way(510) 674-1110

NORTH BAY

28. FAIRFIELD: 2125 North Texas Street(707) 425-5500
29. NAPA: 222 Soscol Avenue.....(707) 253-8000
30. NOVATO: 170 Ford Way.....(415) 899-1030
31. PETALUMA: 75 Magnolia Avenue(707) 778-7100
32. SAN RAFAEL: 65 Medway Road.....(415) 456-7999
33. SANTA ROSA NORTH: 1621 Cleveland Avenue(707) 545-2888
34. SANTA ROSA SOUTH: 3854 Santa Rosa Avenue(707) 586-4170
35. UKLAH: 2600 North State Street.....(707) 462-2200
36. VACAVILLE: 630 Orange Drive #E.....(707) 452-0300
37. VALLEJO: 1225 Sonoma Blvd.(707) 554-8200
38. VALLEJO-NORTH: 1601 Manne World Pkwy. #107(707) 647-4545

PENINSULA

39. BURLINGAME: 1008 B Carolan Avenue(415) 344-6000
40. REDWOOD CITY: 345 El Camino Real.....(415) 366-9200
41. REDWOOD CITY (at Autobahn): 350 Convention Way(415) 366-9275
42. REDWOOD CITY (at Boardwalk Motors): 1 Bair Island Road(415) 261-9200
43. SAN MATEO (at Hillsdale Inn): 477 East Hillsdale Blvd.(415) 570-6677
44. SAN MATEO-NORTH: 923 A South Claremont.....(415) 344-7711

SAN FRANCISCO

45. COLMA - AUTO ROW: 475 Serramonte Blvd.(415) 992-1000
46. DALY CITY: 6770 Mission Street.....(415) 757-8100
47. SAN BRUNO: 958 El Camino Real.....(415) 873-7413
48. SAN FRANCISCO - AIRPORT: 820 Malcolm Rd. - Burlingame.....(415) 697-9200
49. SAN FRANCISCO - DOWNTOWN (at the Cathedral Hill Hotel): 1133 Van Ness.....(415) 441-3369
50. SAN FRANCISCO (South of Market): 1023 Mission Street.....(415) 241-1981
51. SAN FRANCISCO - UNION SQUARE (at Hotel Nikko): 222 Mason Street.....(415) 837-1700

SOUTH BAY

52. CAMPBELL: 2521 South Winchester Blvd.(408) 378-2822
53. LOS GATOS: 15600 Los Gatos Blvd.(408) 358-8500
54. MENLO PARK: 565 Oak Grove(415) 321-0110
55. MILPITAS: 1416 South Main St.(408) 942-0500
56. MOUNTAIN VIEW: 1415 A West El Camino Real.....(415) 967-6800
57. SAN JOSE - AIRPORT (at LeBaron Hotel): 1350 North First Street.....(408) 452-1100
58. SAN JOSE - ALMADEN VALLEY: 2902 Almaden Expressway(408) 448-2100
59. SAN JOSE - DOWNTOWN: 1731 North First Street.....(408) 437-1001
60. SAN JOSE - EAST: 1040 The Alameda(408) 271-1000
61. SAN JOSE - STEVENS CREEK: 4785 Stevens Creek Blvd.....(408) 246-2100
62. SANTA CLARA: 3221 El Camino Real(408) 296-2600
63. SUNNYVALE: 680 West El Camino Real.....(408) 730-0900
64. SUNNYVALE - EAST: 840 E. El Camino Real(408) 733-3700

ATTACHMENT 6

**RESERVATION TOLL FREE NUMBER, QUALITY
CONTROL REPRESENTATIVE NUMBER**

ATTACHMENT 6
STATE OF CALIFORNIA CAR RENTAL AGREEMENT
COMMERCIAL CAR IFB DGS OFA CC98

RESERVATION TOLL FREE NUMBER
AND
QUALITY CONTROL REPRESENTATIVE(S)

1. The toll free telephone number for reservations is:

1-800-228-2325

2. The Name, Address and Telephone/FAX number of the Company representative(s) to be contacted with regard to billing problems and/or complaints is:

Name: Lisa Holmes

Title: Corporate Account Manager

Address: 4515 Auburn Blvd

Sacramento, CA 95841

Telephone: (916) 487-3100

Fax: (916) 978-0338

Name: Patti Bonine

Title: Corporate Accounts Assistant

Address: 4515 Auburn Blvd

Sacramento, CA 95841

Telephone: (916) 487-3100

Fax: (916) 978-0338